

Exhibit A

Complaint

DISTRICT COURT CIVIL COVER SHEET

CLARK

County, Nevada

A - 1 6 - 7 4 5 8 3 7 - C

Case No.

(Assigned by Clerk's Office)

XXX

I. Party Information (provide both home and mailing addresses if different)

Plaintiff(s) (name/address/phone): JOHN NEVILLE, JR., on behalf of himself	Defendant(s) (name/address/phone): Venetian Casino Resort LLC
Mustafa and all others similarly situated	TERRIBLE HERBST, INC., and
Yousif Approved by Tamara From Law Firm	DOES 1 through 50, inclusive
Attorney (name/address/phone): Mark R. Thierman, #8285, Joshua D. Buck, #12187, Leah L. Jones, #13161, Thierman Buck, LLP 7287 Lakeside Dr., Reno, NV 89511 775/284-1500; 775-703-5027 (fax)	Attorney (name/address/phone):

II. Nature of Controversy (please select the one most applicable filing type below)

Civil Case Filing Types

Real Property	Torts	
Landlord/Tenant <input type="checkbox"/> Unlawful Detainer <input type="checkbox"/> Other Landlord/Tenant Title to Property <input type="checkbox"/> Judicial Foreclosure <input type="checkbox"/> Other Title to Property Other Real Property <input type="checkbox"/> Condemnation/Eminent Domain <input type="checkbox"/> Other Real Property	Negligence <input type="checkbox"/> Auto <input type="checkbox"/> Premises Liability <input type="checkbox"/> Other Negligence Malpractice <input type="checkbox"/> Medical/Dental <input type="checkbox"/> Legal <input type="checkbox"/> Accounting <input type="checkbox"/> Other Malpractice	Other Torts <input type="checkbox"/> Product Liability <input type="checkbox"/> Intentional Misconduct <input type="checkbox"/> Employment Tort <input type="checkbox"/> Insurance Tort <input type="checkbox"/> Other Tort
Probate	Construction Defect & Contract	Judicial Review/Appeal
Probate (select case type and estate value) <input type="checkbox"/> Summary Administration <input type="checkbox"/> General Administration <input type="checkbox"/> Special Administration <input type="checkbox"/> Set Aside <input type="checkbox"/> Trust/Conservatorship <input type="checkbox"/> Other Probate Estate Value <input type="checkbox"/> Over \$200,000 <input type="checkbox"/> Between \$100,000 and \$200,000 <input type="checkbox"/> Under \$100,000 or Unknown <input type="checkbox"/> Under \$2,500	Construction Defect <input type="checkbox"/> Chapter 40 <input type="checkbox"/> Other Construction Defect Contract Case <input type="checkbox"/> Uniform Commercial Code <input type="checkbox"/> Building and Construction <input type="checkbox"/> Insurance Carrier <input type="checkbox"/> Commercial Instrument <input type="checkbox"/> Collection of Accounts <input type="checkbox"/> Employment Contract <input type="checkbox"/> Other Contract	Judicial Review <input type="checkbox"/> Foreclosure Mediation Case <input type="checkbox"/> Petition to Seal Records <input type="checkbox"/> Mental Competency Nevada State Agency Appeal <input type="checkbox"/> Department of Motor Vehicle <input type="checkbox"/> Worker's Compensation <input type="checkbox"/> Other Nevada State Agency Appeal Other <input type="checkbox"/> Appeal from Lower Court <input type="checkbox"/> Other Judicial Review/Appeal
Civil Writ	Other Civil Filing	
Civil Writ <input type="checkbox"/> Writ of Habeas Corpus <input type="checkbox"/> Writ of Mandamus <input type="checkbox"/> Writ of Quo Warrant	<input type="checkbox"/> Writ of Prohibition <input type="checkbox"/> Other Civil Writ	Other Civil Filing <input type="checkbox"/> Compromise of Minor's Claim <input type="checkbox"/> Foreign Judgment <input checked="" type="checkbox"/> Other Civil Matters

Business Court filings should be filed using the Business Court civil coversheet.

November 24, 2015

Date

/s/Joshua D. Buck

Signature of initiating party or representative

See other side for family-related case filings.

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20 MUSTAFA YOUSIF on behalf of himself
 21 and all others similarly situated,

22 Plaintiffs,

23 vs.

24 THE VENETIAN CASINO RESORT, LLC;
 25 LAS VEGAS SANDS, LLC and DOES 1
 26 through 50, inclusive,

27 Defendants.

28 Case No.: A-16-745837-C

Dept. No.: XXX

**COLLECTIVE AND CLASS ACTION
COMPLAINT**

**(EXEMPT FROM ARBITRATION
PURSUANT TO NAR 5)**

- 1) Failure to Pay Wages for All Hours Worked in Violation of 29 U.S.C. § 201, et. seq;
- 2) Failure to Pay Overtime in Violation of 29 U.S.C. § 207;
- 3) Failure to Pay Minimum Wages in Violation of the Nevada Constitution;
- 4) Failure to Compensate for All Hours Worked in Violation of NRS 608.140 and 608.016;
- 5) Failure to Pay Overtime in Violation of NRS 608.140 and 608.018;
- 6) Failure to Timely Pay All Wages Due and Owing in Violation of NRS 608.140 and 608.020-050
- 7) Breach of Contract; and

8) Violation of the Fair Credit Reporting Act, 15 U.S.C. §§ 1681, *et seq.*

JURY TRIAL DEMANDED

COMES NOW Plaintiff MUSTAFA YOUSIF, on behalf of himself and all others similarly situated and alleges the following:

All allegations in the Complaint are based upon information and belief except for those allegations that pertain to the Plaintiff named herein and his counsel. Each allegation in the Complaint either has evidentiary support or is likely to have evidentiary support after a reasonable opportunity for further investigation and discovery.

JURISDICTION AND VENUE

1. This Court has original jurisdiction over the state law claims alleged herein because the amount in controversy exceeds \$10,000 and because Plaintiff has a private right of action for minimum wages for all hours worked pursuant to Section 16 of Article 15 of the Nevada State Constitution. Article 15, Section 16(B) of the Constitution of the State of Nevada states in relevant part: "An employee claiming violation of this section may bring an action against his or her employer in the courts of this State to enforce the provisions of this section and shall be entitled to all remedies available under the law or in equity appropriate to remedy any violation of this section, including but not limited to back pay, damages, reinstatement or injunctive relief. An employee who prevails in any action to enforce this section shall be awarded his or her reasonable attorney's fees and costs."

2. In addition, this court has jurisdiction over the Nevada statutory claims alleged herein because the parties seeking to recover unpaid wages have a private right of action pursuant to the Nevada Constitution, Nevada Revised Statute (“NRS”) sections 608.050 and 608.140, among others. *Baldonado v. Wynn Las Vegas, LLC*, 124 Nev. 951 (Nev. 2008); *Lucatelli v. Texas de Brazil (Las Vegas) Corp.*, 2012 U.S. Dist. LEXIS 66765, *7 (D. Nev. May 11, 2012) (recognizing that the Nevada Supreme Court stated “it is “illogical” that a plaintiff who can privately enforce a claim for attorneys’ fees under NRS § 608.140 cannot privately enforce the underlying claim the fees arose from”) (citing *Csomos v. Venetian Casino Resort*,

1 LLC, No. 55203, 2011 Nev. Unpub. LEXIS 1629, 2011 WL 4378744, at *2 (Nev. Sept. 19,
2 2011); accord, *Busk v. Integrity Staffing Solutions, Inc.*, 2013 U.S. App. LEXIS 7397 (9th Cir.
3 Nev. Apr. 12, 2013)(“Nevada Revised Statute § 608.140 does provide a private right of action
4 to recoup unpaid wages.”) cert. granted 2014 WL 801096 (Mar. 3, 2014), rev’d on other
5 grounds, No. 13-433, 2014 WL 6885951 (U.S. Dec. 9, 2014); *Evans v. Wal-Mart Stores, Inc.*,
6 No. 14-16566, 2016 WL 4269904 (9th Cir. August 15, 2016) (Terminated employees have a
7 private right of action for statutorily mandated overtime premium pay both as wages and as
8 compensation under NRS 608.040 and 608.050); *see also Doolittle v. Eight Judicial Dist.*
9 *Court*, 54 Nev. 319, 15 P.2d 684; 1932 Nev. LEXIS 34 (1932) (recognizing that former
10 employees have a private cause of action to sue their employer (as well as third party property
11 owners where the work was performed) for wages and waiting penalties under NRS 608.040
12 and NRS 608.050).

13 3. This Court also has jurisdiction over the federal claims alleged herein pursuant to
14 Fair Labor Standards Act (“FLSA”) because 29 U.S.C. § 216(b) states (emphasis supplied): “An
15 action to recover the liability prescribed in either of the preceding sentences may be maintained
16 against any employer (including a public agency) in any Federal *or State court of competent*
17 *jurisdiction* by any one or more employees for and in behalf of himself or themselves and
18 others employees similarly situated.” Plaintiff has, or will shortly, file with this court a consent
19 to join this action. This Court also has jurisdiction over the federal claims alleged under the
20 Fair Credit and Reporting Act (“FCRA”), 15 U.S.C. § 1681b(b)(2)(A)(i).

21 4. Venue is proper in this Court because one or more of the Defendants named
22 herein maintains a principal place of business or otherwise is found in the judicial district the
23 acts complained of herein occurred in Clark County, Nevada.

PARTIES

25 5. Plaintiff MUSTAFA YOUSIF, (hereinafter "Plaintiff" or "YOUSIF") is a natural
26 person who is and was a resident of the State of Nevada and has been employed by Defendants
27 as a non-exempt hourly employee from on or about September 22, 2014 to on or about
28 September 2, 2016.

1 6. Defendant THE VENETIAN CASINO RESORT, LLC, (hereinafter
 2 "Defendants" or "Venetian") is a luxury hotel and casino located on the Las Vegas Strip in
 3 Paradise, Nevada that is owned and operated by LAS VEGAS SANDS, LLC, with its principal
 4 place of business at 3355 Las Vegas Boulevard South, Las Vegas, Nevada.

5 7. Defendant, the LAS VEGAS SANDS, LLC, is a Nevada limited-liability
 6 company with its principal place of business at 3355 Las Vegas Boulevard South, Las Vegas,
 7 Nevada.

8 8. Defendants THE VENETIAN CASINO RESORT and LAS VEGAS SANDS
 9 are collectively referred to throughout this complaint as "Defendants" or "Venetian."

10 9. Defendants, and each of them, are employers under the FLSA and are engaged in
 11 commerce for the purposes of the FLSA, 29 U.S.C. § 201 *et. seq.* Defendants, and each of them,
 12 are employers under the provisions of Nevada Revised Statutes Chapter 608. For labor
 13 relations purposes, Defendants are each and together constitute the employer and/or joint
 14 employer of Plaintiff and all Plaintiff class members (hereinafter referred to as "Class
 15 Members").

16 10. The identity of DOES 1-50 is unknown at this time and this Complaint will be
 17 amended at such time when the identities are known to Plaintiff. Plaintiff is informed and
 18 believes that each of Defendants sued herein as DOE is responsible in some manner for the
 19 acts, omissions, or representations alleged herein and any reference to "Defendant,"
 20 "Defendants," or "Venetian" herein shall mean "Defendants and each of them."

21 FACTUAL ALLEGATIONS

22 11. Plaintiff was employed by Defendants as a non-exempt hourly housekeeper at
 23 the Venetian. At the time of separation of employment Plaintiff was making \$17.34 per hour.

24 12. Plaintiff was scheduled for, and regularly worked, five (5) shifts per week, at
 25 least eight (8) hours per shift, and forty (40) hours per workweek, worked hours over eight (8)
 26 in a day and/or over forty (40) in a workweek. Upon information and belief, all other persons
 27 employed as housekeepers by Defendants were scheduled for and regularly worked the same or
 28 similar schedules.

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DEFENDANTS' PRE SHIFT WORK REQUIREMENTS

13. Defendants required Plaintiff and all employees who worked as housekeepers to
 1 engage in pre-shift work activities off the clock and without compensation. Housekeepers were
 2 required to fill their carts with cleaning supplies and linens prior to attending a pre-shift
 3 meeting and prior to clocking in for their regularly scheduled shift. The time it took to for
 4 employees to fill their carts was fifteen (15) to twenty (20) minutes each and every shift
 5 worked. Employees could not complete their job duties without filling their carts and were not
 6 allowed to start their shifts unless and until their carts were filled with supplies needed to
 7 complete their job duties. These tasks were completed off the clock and without compensation.
 8 Based on Plaintiff's knowledge and belief all employees who were similarly employed as
 9 housekeepers followed the same policy and procedure as mandated by Defendants.

12. Defendants required Plaintiff and all employees who worked as housekeepers to
 13 attend a pre-shift meeting prior to their regularly scheduled start time. During the pre-shift
 14 meeting Plaintiff and all other housekeepers were required to present themselves to their shift
 15 supervisors for room/floor assignments, a uniform inspection, instructions to employees on job
 16 duties, shows, special events in the area, occupancy, and other job related information. Pre-
 17 shift meetings could take 10 minutes or more and were either held off the clock or during the
 18 period of time that was improperly rounded off of employees' time cards. Based on Plaintiff's
 19 knowledge and belief all employees who were similarly employed as housekeepers followed
 20 the same policy and procedure as mandated by Defendants.

21. Plaintiff and all other housekeepers were required to complete these work tasks
 22 each and every shift worked and were not paid their regular wages or any overtime premium
 23 wages for time worked over 40 hours in a workweek.

24. Plaintiff was paid \$17.34 per hour. Thus, because Defendants' required Mr.
 25 Yousif to work at least 25 minutes of uncompensated work time each and every shift worked,
 26 he is owed 2.05 hours or more of overtime; i.e., 25 minutes per day at five days per week is
 27 equal to 125 minutes or two hours and five minutes. At the required one and one half times his
 28

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1 regular rate of pay of \$26.01 multiplied by 2.05 hours of overtime he is owed \$53.32 per
2 workweek worked.

3 **DEFENDANTS' CREDIT CHECK/EMPLOYMENT APPLICATION POLICY**

4 17. Defendants conducted background and credit checks on Plaintiff.

5 18. Upon information and belief, Defendants conduct background and credit checks
6 on all prospective and current employees.

7 19. Defendants use the information in background and credit reports to make
8 employment related decisions for prospective employees.

9 20. Plaintiff and all FCRA CLASS Members were required to sign defective
10 background and credit report authorizations prior to being hired. The background and credit
11 report authorizations did not contain a single separate disclosure.

12 21. The resulting offense of this defective background and credit report was that
13 Defendants invaded the personal privacy of Plaintiff and all other FCRA CLASS Members.

14 **COLLECTIVE AND CLASS ACTION ALLEGATIONS**

15 22. Plaintiff realleges and incorporates by reference all the paragraphs above in the
16 Complaint as though fully set forth herein.

17 23. Plaintiff brings the action on behalf of himself and all other similarly situated
18 and typical employees employed in Nevada as both a collective action under the FLSA and a
19 true class action under Nevada law.

20 24. The **FLSA CLASS** is defined as follows: **All current and former non-exempt
21 employees who were employed as housekeepers by Defendants during the relevant time
22 period.**

23 25. With regard to the conditional certification mechanism under the FLSA,
24 Plaintiff is similarly situated to those that he seeks to represent for the following reasons,
25 among others:

26 A. Defendants employed Plaintiff as an hourly employee who did not
27 receive minimum wages and where applicable overtime premium pay at one and
28

1 one half times the regular rate of pay for all hours worked over forty (40) hours in
2 a workweek.

3 B. Plaintiff's situation is similar to those he seeks to represent because
4 Defendants failed to pay Plaintiff and all other FLSA CLASS Members for all
5 time they were required to work, including time spent performing pre-shift
6 activities without compensation but with the knowledge acquiescence and/or
7 approval (tactic as well as expressed) of Defendant's managers and agents.

8 C. Common questions exist as to: 1) Whether the time spent by
9 Plaintiff and all other FLSA CLASS Members engaged in pre-shift activities is
10 compensable under federal law; and 2) Whether Defendants failed to pay Plaintiff
11 and FLSA CLASS Members minimum wages and one and one half times their
12 regular rate for all hours worked in excess of 40 hours a week.

13 D. Upon information and belief, Defendants employ, and has
14 employed, in excess of 100 FLSA CLASS Members within the applicable statute
15 of limitations.

16 E. Plaintiff has signed a Consent to Sue form, which is attached to the
17 Complaint as Exhibit A. Consent to sue forms are not required for state law
18 claims under Rule 23 of the Nevada Rules of Civil Procedure.

19 26. The NEVADA CLASS is defined as follows: **All current and former non-**
20 **exempt hourly paid employees employed as housekeepers by Defendants during the**
21 **relevant time period.** The NEVADA CLASS is further divided into the following sub-class:

22 A. **WAGES DUE AND OWING SUB-CLASS:** All members of the
23 NEVADA CLASS who, at any time during the Class Period, were
24 terminated or otherwise separated from employment.

25 27. The FCRA CLASS is defined as follows: **Any person whom Defendants**
26 **procured a background report for employment purposes in the period beginning 5 years**
27 **prior to the filing of the Complaint up to and including the date of judgment.**

1 28. Rule 23 treatment is appropriate for the NEVADA CLASS, the WAGES DUE
 2 and OWING SUB-CLASS, and the FCRA CLASS for the following reasons:

3 A. The NEVADA, WAGES DUE AND OWING, and FCRA
 4 CLASSES are Sufficiently Numerous. Upon information and belief, Defendants
 5 employ, and has employed, in excess of 1,000 NEVADA CLASS, WAGES DUE
 6 AND OWING SUB-CLASS and FCRA CLASS Members within the applicable
 7 statute of limitations. Because Defendants are legally obligated to keep accurate
 8 payroll and employment records, Plaintiff alleges that Defendants' records will
 9 establish the identity and ascertainably of members of the NEVADA CLASS, the
 10 WAGES DUE AND OWING SUB-CLASS, and the FCRA CLASS as well as
 11 their numerosity.

12 B. Plaintiff's Claims are Typical to Those of Fellow Class and Sub-
 13 Class Members. Each NEVADA CLASS, WAGES DUE AND OWING SUB-
 14 CLASS, and FCRA CLASS Member is and were subject to the same practices,
 15 plans, and/or policies as Plaintiff, as follows: 1) Defendants required Plaintiff and
 16 all NEVADA CLASS Members to engage in pre-shift activities without
 17 compensation; 2) As a result of working employees without compensation off the
 18 clock, Defendants failed to pay Plaintiff and WAGES DUE AND OWING SUB-
 19 CLASS Members all wages due and owing at the time of their termination or
 20 separation from employment; and 3) Plaintiff and all FCRA CLASS Members
 21 were required to sign defective background and credit report authorizations prior
 22 to being hired.

23 C. Common Questions of Law and Fact Exist. Common questions of
 24 law and fact exist and predominate as to Plaintiff and the NEVADA CLASS,
 25 WAGES DUE AND OWING SUB-CLASS, and FCRA CLASS, including,
 26 without limitation the following: 1) Whether Plaintiff and all other NEVADA
 27 CLASS Members were compensated for "all time worked by the employee at the
 28 direction of the employer, including time worked by the employee that is outside

1 the scheduled hours of work of the employee” pursuant to the Nevada
2 Administrative Code (“NAC”) 608.115(1), and NRS 608.016; 2) Whether
3 Defendants delayed final payment to Plaintiff and all separated class Members in
4 violation of NRS 608.020-050; 3) Whether Defendants violated the FCRA by
5 procuring such background reports without a FCRA-compliant disclosure.

D. Plaintiff Is an Adequate Representative of the Classes. Plaintiff will fairly and adequately represent the interests of the NEVADA CLASS, WAGES DUE AND OWING SUB-CLASS, and FCRA CLASS because Plaintiff is a member of each of the CLASSES, he has issues of law and fact in common with all members of each of the CLASSES, and he does not have any interests antagonistic to the members of any of the CLASSES. Plaintiff and Counsel are aware of their fiduciary responsibilities to Members of each of the CLASSES and are determined to discharge those duties diligently and vigorously by seeking the maximum possible recovery for the all of the classes as a group.

E. Class Issues Predominate and a Class Action Is A Superior Mechanism to Hundreds Of Individual Actions. Class issues predominate and a class action is superior to other available means for the fair and efficient adjudication of this controversy, since individual joinder of all members of the Classes is impractical. Class action treatment will permit a large number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without unnecessary duplication of effort and expense. Furthermore, the expenses and burden of individualized litigation would make it difficult or impossible for individual members of the Classes to redress the wrongs done to them, while an important public interest will be served by addressing the matter as a class action. Individualized litigation would also present the potential for inconsistent or contradictory judgments.

1

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FIRST CAUSE OF ACTION

Failure to Pay Wages in Violation of the FLSA, 29 U.S.C. § 201, et seq.

(On Behalf of Plaintiff and all members of the FLSA CLASS)

29. Plaintiff realleges and incorporates by reference all the paragraphs above in the Complaint as though fully set forth herein.

30. Pursuant to the FLSA, 29 U.S.C. § 201, et seq., Plaintiff and all FLSA CLASS Members are entitled to compensation at their regular rate of pay or minimum wage rate, whichever is higher, for all hours actually worked.

31. Once the workday has begun, all time suffered or permitted by the employer to be worked by the employee is compensable at the employee's regular rate of pay, whether scheduled or not.

32. By failing to compensate Plaintiff and FLSA CLASS Members for the time spent engaging in pre-shift activities identified above without compensation, Defendants failed to pay Plaintiff and the CLASS Members for all hours worked.

33. Defendants' unlawful conduct has been widespread, repeated, and willful. Defendants knew or should have known that its policies and practices have been unlawful and unfair.

34. Wherefore, Plaintiff demands for himself and for all others similarly situated, that Defendants pay Plaintiff and all other members of the FLSA CLASS the minimum hourly wage rate or their regular rate of pay, whichever is greater, for all hours worked during the relevant time period together with liquidated damages, attorneys' fees, costs, and interest as provided by law.

SECOND CAUSE OF ACTION

Failure to Pay Overtime Wages in Violation of the FLSA, 29 U.S.C. § 207

(On Behalf of Plaintiff and all members of the FLSA CLASS)

35. Plaintiff realleges and incorporates by reference all the paragraphs above in the Complaint as though fully set forth herein.

1 36. 29 U.S.C. Section 207(a)(1) provides as follows: "Except as otherwise provided
 2 in the section, no employer shall employ any of his employees who in any workweek is
 3 engaged in commerce or in the production of goods for commerce, or is employed in an
 4 enterprise engaged in commerce or in the production of goods for commerce, for a workweek
 5 longer than forty hours unless such employee receives compensation for his employment in
 6 excess of the hours above specified at a rate not less than one and one-half times the regular
 7 rate at which he is employed."

8 37. By failing to compensate Plaintiff and FLSA CLASS Members for time spent
 9 engaging in pre-shift activities, Defendants failed to pay Plaintiff and FLSA CLASS Members
 10 overtime for all hours worked in excess of forty (40) hours in a week in violation of 29 U.S.C.
 11 Section 207(a)(1).

12 38. Wherefore, Plaintiff demands for himself and for all others similarly situated,
 13 that Defendants pay Plaintiff and FLSA CLASS Members one and one half times their regular
 14 hourly rate of pay for all hours worked in excess of forty (40) hours a week during the relevant
 15 time period together with liquidated damages, attorneys' fees, costs, and interest as provided by
 16 law.

THIRD CAUSE OF ACTION

Failure to Pay Minimum Wages in Violation of the Nevada Constitution

19 (On Behalf of Plaintiff and all members of the NEVADA CLASS)

20 39. Plaintiff realleges and incorporates by reference all the paragraphs above in the
 21 Complaint as though fully set forth herein.

22 40. Article 15 Section 16 of the Nevada Constitution sets forth the requirements the
 23 minimum wage requirements in the State of Nevada and further provides that "[t]he provisions
 24 of this section may not be waived by agreement between an individual employee and an
 25 employer. . . . An employee claiming violation of this section may bring an action against his
 26 or her employer in the courts of this State to enforce the provisions of this section and shall be
 27 entitled to all remedies available under the law or in equity appropriate to remedy any violation
 28 of this section, including but not limited to back pay, damages, reinstatement or injunctive

1 relief. An employee who prevails in any action to enforce this section shall be awarded his or
2 her reasonable attorney's fees and costs."

3 41. By failing to compensate Plaintiff and NEVADA CLASS Members any sort of
4 compensation (zero dollars) for the time spent engaging in pre-shift activities identified above,
5 Defendant failed to pay Plaintiff and NEVADA CLASS Members for all hours worked in
6 violation of the Nevada Constitution.

7 42. Wherefore, Plaintiff demands for himself and for NEVADA CLASS Members
8 payment by Defendant at their regular hourly rate of pay or the minimum wage rate, whichever
9 is higher, for all hours worked for the two years immediately preceding the filing of this
10 complaint until the date of judgement after trial, together with attorneys' fees, costs, and
11 interest as provided by law.

FOURTH CAUSE OF ACTION

Failure to Pay Wages for All Hours Worked in Violation of NRS 608.140 and 608.016

(On Behalf of Plaintiff and all members of the NEVADA CLASS)

15 43. Plaintiff realleges and incorporates by the reference all the paragraphs above in
16 the Complaint as though fully set forth herein.

17 44. NRS 608.140 provides that an employee has a private right of action for unpaid
18 wages.

19 45. NRS 608.016 states, “An employer shall pay to the employee wages for each
20 hour the employee works.” Hours worked means anytime the employer exercises “control or
21 custody” over an employee. See NRS 608.011 (defining an “employer” as “every person
22 having control or custody . . . of any employee.”). Pursuant to the Nevada Administrative
23 Code, hours worked includes “all time worked by the employee at the direction of the
24 employer, including time worked by the employee that is outside the scheduled hours of work
25 of the employee.” NAC 608.115(1).

26 46. By failing to compensate Plaintiff and NEVADA CLASS Members for the time
27 spent engaging in the pre shift activities identified above, Defendants failed to pay Plaintiff and
28 NEVADA CLASS Members for all hours worked in violation of NRS 608.140 and 608.016.

1 47. Wherefore, Plaintiff demands for himself and for all NEVADA CLASS
2 Members payment by Defendants, payment at the Nevada Constitutional minimum wage, or
3 their regular rate of pay, or any applicable overtime premium rate, whichever is higher, all
4 wages due for the times worked each shift but not paid, for three years immediately preceding
5 the filing of this complaint until the date of judgement after trial, together with attorneys' fees,
6 costs, and interest as provided by law.

FIFTH CAUSE OF ACTION

Failure to Pay Overtime Wages in Violation of NRS 608.140 and 608.018

(On Behalf of Plaintiff and all members of the NEVADA CLASS)

10 48. Plaintiff realleges and incorporates by this reference all the paragraphs above in
11 this Complaint as though fully set forth herein NRS 608.140 provides that an employee has a
12 private right of action for unpaid wages.

49. NRS 608.018(2) provides as follows:

An employer shall pay 1 1/2 times an employee's regular wage rate whenever an employee who receives compensation for employment at a rate not less than 1 1/2 times the minimum rate prescribed pursuant to NRS 608.250 works more than 40 hours in any scheduled week of work

18 50. By failing to compensate Plaintiffs and NEVADA CLASS Members for the pre
19 shift activities identified above, Defendants failed to pay a weekly premium overtime rate of
20 time and one half their regular rate for all members of the Class who worked in excess of forty
21 (40) hours in a week in violation of NRS 608.140 and 608.018.

22 51. Wherefore, Plaintiff demands for himself and for NEVADA CLASS Members
23 that Defendants pay Plaintiffs and NEVADA CLASS Members one and one half times their
24 "regular rate" of pay for all hours worked in excess of forty (40) hours a workweek during the
25 relevant time period alleged herein together with attorneys' fees, costs, and interest as provided
26 by law.

27

SIXTH CAUSE OF ACTION

**Failure to Timely Pay All Wages Due and Owing Upon Termination Pursuant to NRS
608.140 and 608.020-.050**

(On Behalf of Plaintiff and the WAGES DUE AND OWING SUB-CLASS)

52. Plaintiff realleges and incorporates by reference all the paragraphs above in the Complaint as though fully set forth herein.

53. NRS 608.140 provides that an employee has a private right of action for unpaid wages.

54. NRS 608.020 provides that “[w]henever an employer discharges an employee, the wages and compensation earned and unpaid at the time of such discharge shall become due and payable immediately.”

55. NRS 608.040(1)(a-b), in relevant part, imposes a penalty on an employer who fails to pay a discharged or quitting employee: "Within 3 days after the wages or compensation of a discharged employee becomes due; or on the day the wages or compensation is due to an employee who resigns or quits, the wages or compensation of the employee continues at the same rate from the day the employee resigned, quit, or was discharged until paid for 30-days, whichever is less."

56. NRS 608.050 grants an “employee lien” to each discharged or laid-off employee for the purpose of collecting the wages or compensation owed to them “in the sum agreed upon in the contract of employment for each day the employer is in default, until the employee is paid in full, without rendering any service therefor; but the employee shall cease to draw such wages or salary 30 days after such default.”

57. By failing to pay Plaintiff and all members of the WAGES DUE AND OWING SUB-CLASS for all hours worked in violation of state and federal law, at the correct legal rate, Defendants have failed to timely remit all wages due and owing to Plaintiff and all members of the WAGES DUE AND OWING SUB-CLASS.

58. Despite demand, Defendants willfully refuses and continues to refuse to pay Plaintiff and all WAGES DUE AND OWING SUB-CLASS Members.

1 59. Wherefore, Plaintiff demands thirty (30) days wages under NRS 608.140 and
2 608.040, and an additional thirty (30) days wages under NRS 608.140 and 608.050, all
3 members of the WAGES DUE AND OWING SUB-CLASS together with attorneys' fees,
4 costs, and interest as provided by law.

SEVENTH CAUSE OF ACTION

Breach of Contract

(On Behalf of Plaintiff and the NEVADA CLASS)

60. Plaintiff realleges and incorporates by reference all the paragraphs above in the Complaint as though fully set forth herein.

61. At all times relevant herein, Defendants had an agreement with Plaintiff and with every NEVADA CLASS Member to pay an agreed upon hourly wage rate for all hours they worked for Defendants. Indeed, Defendants offered to pay Plaintiff and all NEVADA CLASS Members a specific rate of pay in exchange for Plaintiff's and all NEVADA CLASS Members' promise to perform work for Defendants. Plaintiff and the NEVADA CLASS complied with their obligation each and every day by showing up for work and performing labor for Defendants. Defendants failed in its obligation to pay Plaintiff and NEVADA CLASS Members for all the hours that they worked for Defendants as identified above.

62. The parties' employment agreement also necessarily incorporated all applicable provisions of state law, including the labor laws of the State of Nevada.

63. Defendants breached its agreement with Plaintiff and NEVADA CLASS Members by failing to compensate them for all hours worked, namely, for not paying them for the pre shift activities described above.

64. As a result of Defendants' breach, Plaintiff and NEVADA CLASS Members have suffered economic loss that includes lost wages and interest.

65. Wherefore, Plaintiff demands for himself and for all NEVADA CLASS Members that Defendants pay Plaintiff and NEVADA CLASS Members their agreed upon rate of pay for all hours worked during the relevant time period alleged herein together with attorney's fees, costs, and interest as provided by law.

EIGHTH CAUSE OF ACTION

Procuring Consumer Reports without First Making Proper Disclosures

15 U.S.C. § 1681b(b)(2)(A)(i)

(On Behalf of Plaintiff and the FCRA CLASS)

66. Plaintiff reallege and incorporate by this reference all the paragraphs above in this Complaint as though fully set forth herein.

67. Under the FCRA, an employer or prospective employer cannot “procure, or cause a consumer report to be procured, for employment purposes with respect to any consumer, unless . . . a clear and conspicuous disclosure has been made in writing to the consumer at any time before the report is procured or caused to be procured, *in a document that consists solely of the disclosure*, that a consumer report may be obtained for employment purposes.” 15 U.S.C. § 1681b(b)(2)(A)(i) (emphasis added).

68. Defendants violated the FCRA and its core protections by procuring background and credit reports on employees and job applicants without providing a “stand alone” disclosure that a background and credit report would be procured.

69. The foregoing violations were willful. Defendants acted in deliberate or reckless disregard of its obligations and the rights of Plaintiff and other class members under 15 U.S.C. § 1681b(b)(2)(A)(i). Defendants’ willful conduct is reflected by, *inter alia*, the following:

- (a) The FCRA was enacted in 1970; Defendants has had over 40 years to become compliant;
- (b) Defendants’ conduct is inconsistent with the FTC’s longstanding regulatory guidance, judicial interpretation, and the plain language of the statute;
- (c) Defendants knew or had reason to know that its conduct violated the FCRA;
- (e) Defendants repeatedly and routinely uses the disclosure it used with Plaintiff to procure consumer reports;

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(f) Defendants' inclusion of the policy agreement clearly implies awareness by Defendants that they could be held liable for improperly procuring a consumer report;

(g) Despite the pellucid statutory text and there being a depth of guidance, Defendants' systematically procured consumer reports without first disclosing in writing to the consumer *in a document that consists solely of the disclosure*, that a consumer report may be obtained for employment purposes; and

(h) By adopting such a policy, Defendants voluntarily ran a risk of violating the law substantially greater than the risk associated with a reading that was merely careless.

70. Plaintiff and the members of the Class are entitled to statutory damages of not less than \$100 and not more than \$1,000 for each and every one of these violations, pursuant to 15 U.S.C. § 1681n(a)(1)(A).

71. Plaintiff and the members of the Class are entitled to such amount of punitive damages as the Court may allow pursuant to 15 U.S.C. § 1681n(a)(2).

72. Plaintiff and the members of the Class are further entitled to recover their costs and attorneys' fees, pursuant to 15 U.S.C. § 1681n(a)(3).

JURY TRIAL DEMANDED

Plaintiff hereby demands a jury trial pursuant to Nevada Rule of Civil Procedure 38.

PRAYER FOR RELIEF

Wherefore Plaintiff, individually and on behalf of all Class Members alleged herein, prays for relief as follows:

1. For an order conditionally certifying the action under the FLSA and providing notice to all FLSA CLASS members so they may participate in the lawsuit;
 2. For an order certifying the action as a traditional class action under Nevada Rule of Civil Procedure Rule 23 on behalf of all members of the NEVADA CLASS, the WAGES DUE AND OWING SUB-CLASS, and the FCRA CLASS;

3. For an order appointing Plaintiff as the Representative of the Classes and his counsel as Class Counsel for the Classes;
4. For damages according to proof for regular rate of pay under federal laws for all hours worked;
5. For damages according to proof for minimum rate of pay under federal law for all hours worked;
6. For damages according to proof for overtime compensation under federal law for all hours worked over 40 per week;
7. For liquidated damages pursuant to 29 U.S.C. § 216(b);
8. For damages according to proof for minimum rate pay under the Constitution of the State of Nevada for all hours worked;
9. For damages according to proof for regular rate pay under NRS 608.140 and 608.016 for all hours worked;
10. For damages according to proof for overtime compensation at the applicable rate under NRS 608.140 and 608.018 for all hours worked for overtime premium pay of one and one half times their regular rate for all hours worked in excess of 40 hours per week;
11. For waiting time penalties pursuant to NRS 608.140 and 608.040-.050;
12. For damages pursuant to Defendants' breach of contract;
13. For statutory and punitive damages as provided by the FCRA;
14. For interest as provided by law at the maximum legal rate;

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15. For reasonable attorneys' fees authorized by statute;
 16. For costs of suit incurred herein;
 17. For pre-judgment and post-judgment interest, as provided by law; and
 18. For such other and further relief as the Court may deem just and proper.

DATED: October 27, 2016

Respectfully Submitted,

THIERMAN BUCK LLP

/s/Joshua D. Buck
Mark R. Thierman
Joshua D. Buck
Leah L. Jones

Attorneys for Plaintiff

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13 *Attorneys for Plaintiffs*

14
15
16 DISTRICT COURT
17 CLARK COUNTY, NEVADA

18 MUSTAFA YOUSIF on behalf of himself
19 and all others similarly situated,

20 Case No.:

21 Dept. No.:

22 CONSENT TO JOIN

23 Plaintiffs,

24 vs.

25 THE VENETIAN CASINO RESORT, LLC;
26 LAS VEGAS SANDS, LLC and DOES 1
27 through 50, inclusive,

28 Defendants.

CONSENT TO JOIN

THIERMAN BUCK LLP

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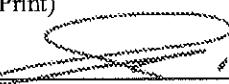
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1 Pursuant to the Fair Labor Standards Act, 29 U.S.C. § 216(b), the undersigned hereby
2 gives my consent in writing to become a party plaintiff against my Employer, Former Employer,
3 and/or any and all its affiliated entities identified below. I authorize the filing of a copy of this
4 consent form in Court. I further consent to join this and/or any subsequent or amended suit
5 against the same or related defendant for wage and hour violations.

6 Dated this 2 day of October, 2016

7 Name: Mustafa Yousif
8 (Please Print)

9 Signature: 

10 Employer: VENETIAN/LAS VEGAS SANDS

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